
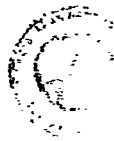


Reference No. : JT/SPLT/01/X/05

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|---|--|---|--|---|
| 1. Place and date Jakarta, 24 October 2005 | | UNIFORM TIME CHARTER PARTY FOR OFFSHORE SERVICE VESSELS CODE NAME: "SUPPLYTIME 89" | |  |
| 2. Owners/Place of business (full style, address and telex/Telefax no.) (Cl. 1(a)) PT. JAWA TIRTAMARIN Astrum Mulla Building, 3rd Floor, Suite 305 Jln. H.R. Rasuna Said Kav. B10-11 Jakarta 12810 Phone : 62-21-262 0590 Fax : 62-21-262 0683 Attention : Mr. David James Mills (Regional Manager Asia Pacific) | | 3. Charterers/Place of business (full style, address and telex/Telefax no.) (Cl. 1(a)) TAC - PERTAMINA PT. PERTALAHAN ARNEBATARA NATUNA Jln. Imam Bonjol No. 61 Jakarta 10310, Indonesia Phone : 62-21-3983 4125 / 3983 4126 Fax : 62-21-3983 4126 | | |
| 4. Vessel's name (Cl. 1(a)) AWB. SARKU SAMUDERA | | 5. Date of delivery (Cl. 2(a)) Singapore, 25 October 2006 | 6. Cancelling date (Cl. 2(a) and (c)) 25 October 2005 | |
| 7. Port or place of delivery (Cl. 2(a)) Singapore, to be mutually agreed between Charterer and Owner | | 8. Port or place of redelivery/notice of redelivery (Cl. 2(a)) (i) Port or place of redelivery Owners Nominated Yard, Singapore (ii) Number of days' notice of redelivery Four (4) days | | |
| 9. Period of hire (Cl. 1(a)) Firm Two (2) months with daily extension to be mutually agreed | | 10. Extension of period of hire (optional) (Cl. 1(b)) (i) Period of extension Option to extend on weekly basis with mutual consent to a maximum of 30 days (ii) Advance notice for declaration of option (days) Seven (7) days | | |
| 11. Automatic extension period to complete voyage or well (Cl. 1(a)) (i) Voyage or well (state which) Voyage (ii) Maximum extension period (state number of days) To be mutually agreed | | 12. Mobilisation charge (lump sum and when due) (Cl. 2(b)(i)) (i) Lump sum USD 23,000.00 (ii) When due Upon signing of the contract | | |
| 13. Port or place of mobilisation (Cl. 2(b)(i)) Singapore, to be mutually agreed between Charterer and Owner | | 14. Early termination of charter (state amount of hire payable) (Cl. 26(a)) Amount equivalent to firm charter period or balance of charter hire | | |
| 15. Area of operation (Cl. 5(a)) West Natuna Area, Batam, and Singapore | | 16. Number of days' notice of early termination (Cl. 26(a)) Fourteen (14) days | 17. Demobilisation charge (lump sum) (Cl. 2(a) and Cl. 26(a)) USD 23,000.00 | |
| 18. Employment of vessel restricted to (state nature of service) (Cl. 5(a)) To be utilized as drilling support and / or accommodation support barge, within the natural capability of the vessel | | | | |




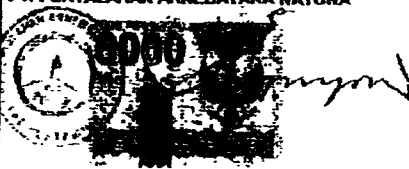

(continued)

"SUPPLYTIME 89" Uniform Time charter Party for Offshore Service Vessels

PART I

| | | | |
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| 19. Charter hire (state rate and currency) (Cl. 10(a) and (d)) Daily Charter: US\$ 18,800.00 (United States Dollars Eighteen Thousand and Six Hundred) per day The above rates are excluding fuel, lube, water, local licenses / operating permits, taxes, domestic shipping license, VAT, Charterer's liability insurance, modifications, vessel clearance, catering telephone satellite charges, agency fees, pilotage, assist tugs & port disbursement. | | 20. Extension hire (if agreed, state rate) (Cl. 10(b)) Same as box 19 | |
| 21. Invoicing for hire and other payments (Cl. 10(d)) (i) state whether to be issued in advance or arrears Please refer to additional clause no. 44 (ii) state to whom to be issued if addressee other than stated in Box 2 Not Applicable (iii) state to whom to be issued if addressee other than stated in Box 3 Not Applicable | | 22. Payments (state mode and place of payment; also state beneficiary and bank account) (Cl. 10(e)) STANDARD CHARTERED BANK Wisma Standard Chartered Bank Jln. Jenderal Sudirman Kav. 33 Jakarta 16226 - Indonesia Beneficiary Name : PT. Jawa Tirtamarin Account No. : 30601894074 | |
| 23. Payment of hire, bunker invoices and disbursements for Charterer's account (state maximum number of days) (Cl. 10(f)) Please refer to additional clause no. 44 | | 24. Interest rate payable (Cl. 10(g)) Not Applicable | 25. Maximum audit period (Cl. 10(h)) Twelve (12) months |
| 26. Meals (state rate agreed) (Cl. 6(c)(i)) Meal : US\$ 24.00/man/day Casual Meal : US\$ 8.00 / meal (for the personnel of the charterer only) | 27. Accommodation (state rate agreed) (Cl. 6(c)(ii)) Included in Box 26 | | |
| 28. Mutual Waiver of Recourse (conflict, state whether applicable) (Cl. 12(f)) Applicable | | 29. War (state name of countries) (Cl. 19(e)) Countries in which the vessel is operating | |
| 29. Sublet (state amount of daily increment to charter hire) (Cl. 17(b)) Under conditions of clause 17 of part II | | 30. Breakdown (state period) (Cl. 26(b)(v)) Twenty Four (24) hours, responsibility of Owner shall be to endeavor to repair only and the rent shall not be paid by Charterers | |
| 31. General average (place of settlement - only to filled in if other than London) (Cl. 21) Singapore | | 32. Numbers of additional clauses covering special provisions, if agreed Refer to Amendment (seven clauses) - Clause 37-44 | |
| 33. Law and arbitration (state Cl. 31(a) or 31(b) or 31 (c), as agreed; if Cl. 31(c) agreed also state place of arbitration) (Cl. 31) Singapore | | 34. Names and addresses for notices and other communications required to be given by the Charterers (Cl. 28) PT. JAWA TIRTAMARIN Atrium Milla Building, 3rd Floor, Suite 306 Jln. H.R. Rasuna Said Kav. B10-11 Jakarta 12910 Phone : 62-21-252 0686 Fax : 62-21-282 0683 Attention : Mr. David James Mills (Regional Manager Asia Pacific) | |
| 35. Names and addresses for notices and other communications required to be given by the Owners (Cl. 28) TAC - PERTAMINA PT. PERTALAHAN ARNEBATARA NATUNA Jln. Imam Bonjol No. 61 Jakarta 16310, Indonesia Phone : 62-21-3983 4125 / 3983 4126 Fax : 62-21-3983 4126 | | 36. Names and addresses for notices and other communications required to be given by the Owners (Cl. 28) PT. JAWA TIRTAMARIN Atrium Milla Building, 3rd Floor, Suite 306 Jln. H.R. Rasuna Said Kav. B10-11 Jakarta 12910 Phone : 62-21-252 0686 Fax : 62-21-282 0683 Attention : Mr. David James Mills (Regional Manager Asia Pacific) | |

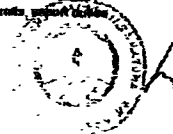
It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Charter including additional clauses if any agreed and stated in Box 32, and PART II as well as ANNEX "A" and ANNEX "B" as attached to this Charter. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II and ANNEX "A" and ANNEX "B" to the extent of such conflict but no further. ANNEX "C" as annexed to this Charter is ~~attached~~ and shall only apply if expressly agreed and stated in box 28.

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| Signature (Owners) PT. Jawa Tirtamarin  David James Mills Regional Manager Asia Pacific | Signature (Charterers) TAC - PERTAMINA PT. PERTALAHAN ARNEBATARA NATUNA   |
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PART II "SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels

1. **Period**
 (a) The Owners shall in Box 2 let and the Charterers shall in Box 3 hire the Vessel named in Box 4 as specified in ANNEX "A" (hereinafter referred to as "the Vessel") for the period as stated in Box 5 from the time the Vessel is delivered to the Charterers.
 (b) Subject to Clause 10(b), the Charterers have the option to extend the Charter Period in the following circumstances for the period stated in Box 10(b), but such an option must be exercised in accordance with Box 10(b).
 (c) The Charter Period shall automatically be extended for the time required to complete the voyage or work (whichever is stated in Box 10(b)) in progress, such time not to exceed the period stated in Box 10(b).
2. **Delivery and Redelivery**
 (a) Delivery - Subject to sub-clause (b) of this Clause the Vessel shall be delivered by the Owners free of cargo and with clean bills of lading at any time between the date stated in Box 6 and the date stated in Box 6 at the port or place stated in Box 7 where the Vessel can safely be stowed afloat.
 (b) Redelivery - (i) The Charterers shall pay a lump sum as stated in Box 12 without discount by way of reimbursement change on completion of the Charterers going delivery at the port or place stated in Box 7. The reimbursement change shall not be affected by any change in the port or place of redelivery from that stated in Box 12.
 (ii) Should the Charterers agree to the Vessel loading and transporting cargo and/or undertaking any other service for the Charterers on route to the port of delivery or from the port of redelivery, then all terms and conditions of the Charter Party shall apply to such loading and transporting and/or other service exactly as if performed during the Charter Period excepting only that any lump sum freight agreed in respect thereof shall be payable on delivery or completion of the service as the case may be, the Vessel and/or goods lost or put lost.
 (c) Cancellation - If the Vessel is not delivered by midnight local time on the cancelling date stated in Box 8, the Charterers shall be deemed to cancel the Charter Party. However, if despite the exercise of the cancelling date by the Charterers, the Owners will not deliver the Vessel by the cancelling date, they may give notice in writing to the Charterers at any time prior to the delivery date as stated in Box 8, and shall state in such notice the date by which they will be able to deliver the Vessel. The Charterers may within 24 hours of receipt of such notice give notice in writing to the Owners cancelling the Charter Party. If the Charterers do not give such notice then the latter date specified in the Charterers' notice shall be substituted for the cancelling date for all the purposes of this Charter Party. In the event the Charterers cancel the Charter Party, if that cancellation does result in another party shall be liable to the Charterers for any losses incurred by reason of the non-delivery of the Vessel or the cancellation of the Charter Party.
 (d) Redelivery - The Vessel shall be redelivered on the expiration or earlier termination of the Charter Party free of cargo and with clean bills of lading at the port or place as stated in Box 6(i) or such other port or place as may be mutually agreed. The Charterers shall give not less than the number of days notice in writing of their intention to redeliver the Vessel, as stated in Box 8(b).
 (e) Demurrage - The Charterers shall pay a lump sum without discount in the amount as stated in Box 10 by way of demurrage charge which amount shall be paid on the expiration or on earlier termination of the Charter Party.
3. **Condition of Vessel**
 (a) The Owners undertake that at the date of delivery under this Charter Party the Vessel shall be of the description and classification as specified in ANNEX "A" attached hereto and undertake to maintain the Vessel during the period of service under this Charter Party.
 (b) The Charterers shall before and at the date of delivery of the Vessel and throughout the Charter Period exercise due diligence to make and maintain the Vessel tight, staunch, strong, in good order and condition and, without prejudice to the generality of the foregoing, in every way fit to operate effectively at all times for the services as stated in Clause 5.
4. **Survey**
 The Owners and the Charterers shall jointly appoint an independent surveyor for the purpose of determining and agreeing in writing the condition of the Vessel, any anchor, handling and lashing equipment specified in Section 5 of ANNEX "A", and the quality and quantity of fuel, lubricants and water at the time of delivery and redelivery hereunder. The Owners and the Charterers shall jointly share the fees and expenses of such surveys.
5. **Employment and Area of Operation**
 (a) The Vessel shall be employed to perform services which are listed in accordance with the list of the place of the Vessel's flag and/or registration and at the place of operations. Such services shall be specified in the Charter Party as stated in Box 10, and the voyage between day grid and sea port or place or any place or places and where the Vessel can safely be stowed afloat within the Area of Operation as stated in Box 17 which shall always be within the limits of the Area of Operation and shall not be extended beyond the limits of the Area of Operation without prior agreement and adjustment of the time and in accordance with such other terms as may be agreed; provided always that the Charterers do not intend to operate at any such port or place or offshore area but shall exercise due diligence in seeing their orders to the vessel as if the Vessel were their own property and having regard to the capabilities and the nature of the employment. Unless otherwise agreed, the Vessel shall not be employed as a dredge platform.
 (b) Relevant permission and licenses from appropriate authorities for the Vessel to enter, work in and leave the Area of Operation shall be obtained by the Charterers and the Owners shall assist, if necessary, at every way possible to secure such permission and licenses.
 (c) The Vessel's Space - The whole deck and burden and decks of the Vessel shall throughout the Charter Period be at the Charterers' disposal receiving proper and sufficient space for the Vessel's Master, Officers, Crew, tackle, apparel, furniture, provisions and stores. The Charterers shall be entitled to carry as far as space is available and for their purposes in connection with their operations.
 (d) Persons other than crew members, other than fire fighting, and for such purposes to make use of the Vessel's available accommodation not being used on the voyage by the Vessel's Crew. The Owners shall provide suitable provisions and regulations for such persons for which the Charterers shall pay at the rate as stated in Box 26 per meal and at the rate as stated in Box 27 per day for the provision of bedding and services for persons using berth accommodation.
6. **Master and Crew**
 (a) The Master shall carry out his duties promptly and the Vessel shall render all reasonable services within his capabilities by day and by night and at such times and on such schedules as the Charterers may reasonably require without any obligation of the Charterers to pay to the Owners or the Master, Officers or the Crew of the Vessel any excess or overtime payments. The Charterers shall furnish the Master with all instructions and sailing directions and the Master and Engineer shall keep full and correct logs accessible to the Charterers or their agents.
 (b) The Master shall sign cargo documents as and in the form presented the same, however, not to the effect of Lading, but receipts which shall be negotiable documents and shall be treated as such. The Charterers shall indemnify the Owners against all consequences and liabilities arising from the Master, Officers or agents acting, under the direction of the Charterers, in the cargo documents or other documents in accordance with the Charter Party or from any irregularity in the papers supplied by the Charterers or their agents.
 (c) The Vessel's Crew if required by the Charterers shall connect and disconnect electric cables, tank, valves and pressure hoses when placed on board the Vessel in port as well as alongside the offshore units, will operate the machinery on board the Vessel for loading and unloading cargo, and will hoist and unhoist cargo on board the Vessel when loading or discharging alongside offshore units if the port regulations or the weather and/or labour conditions do not permit the Crew of the Vessel to carry out any of this work, then the Charterers shall make, at their own expense, whatever other arrangements may be necessary, always under the direction of the Master.
 (d) If the Charterers have reason to be dissatisfied with the conduct of the Master or any Officer or member of the Crew, the Owners on receiving particulars of the complaint shall promptly investigate the matter and if the complaint proves to be well founded, the Owners shall as soon as reasonably possible make appropriate changes in the appointment.
 (e) The entire operation, management, and maintenance of the vessel shall be in the exclusive control and command of the Owners, their Agents, Officers and Crew. The Vessel will be operated and the services rendered will be rendered as requested by the Charterers, subject always to the exclusive right of the Owners or the Master of the Vessel to operate the vessel if the Vessel may be safely undertaken, in the performance of the Charter Party, the Owners are deemed to be in independent contractor, the Charterers being concerned only with the results of the services performed.
7. **Owners to Provide**
 (a) The Owners shall provide and pay for all provisions, wages and all other expenses of the Master, Officers and Crew, all maintenance and repair of the Vessel's hull, machinery and equipment as specified in ANNEX "A", also, except as otherwise provided in the Charter Party, for all insurance on the Vessel at all times and charges directly related to the Vessel's flag and/or registration, all deck, cabin and engine room stores, clothing required for ordinary ship's personnel working alongside in harbour, and all subsistence expenses and demurrage certificates. The Owners' obligations under this Clause extend to cover all liabilities or charges charges applicable to the Master, Officers and Crew, Customs or Import duties payable at any time during the performance of this Charter Party in relation to the personal effects of the Master, Officers and Crew, and in relation to the stores, provisions and other supplies on board the vessel the Charterers are to provide and/or pay for and the Charterers shall remain in the Charterers any sums they or their agents may have paid or been compelled to pay in respect of such liability.
 (b) On delivery the Vessel shall be equipped, if appropriate, at the Owners' expense with any towing and anchor handling equipment, specified in Section 5 (b) of ANNEX "A". If during the Charter Period any such equipment becomes lost, damaged or otherwise defective, other than as a result of the Charterers' negligence, the Charterers shall either provide, or direct the Owners to provide, an equivalent replacement at the Charterers' expense.
8. **Charterers to Provide**
 (a) While the Vessel is on hire the Charterers shall provide and pay for all fuel, lubricants, for cargo, water, despatches, bridging fees and transport, berth, port charges, storage and bunkers and canal clearance (whether compulsory or not), search fees (whether incurred in connection with the Owners' business), light dues, log maintenance, canal, dock, harbour, moorage and other dues and charges, agencies and commissions incurred on the Charterers' business and for security or other equipment, cost of quarantine if occasioned by the nature of the cargo carried or the port visited whilst employed under the Charter Party but not otherwise.
 (b) As if the Charterers shall provide and pay for the loading and unloading of cargo, so far as is done by the Vessel's crew, clearing of cargo tanks, all necessary dunnage, twines and stowing equipment for securing deck cargo, all dunnage except as to be provided by the Owners, all ropes, dunnage and special runners (including bulk cargo discharge hoses) actually used for loading and discharging, least gas required for the protection of cargo, and electrodes used for offshore work, and shall reimburse the Charterers for the actual cost of replacement of special mooring lines to offshore units, wires, nylon spring lines etc., used for offshore work, all loose connections and adaptations, and better shall suit oxygen/acetylene bottles used for offshore work.
 (c) The Charterers shall pay for Customs duties, all penalties, import duties



| PART II "SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels | |
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| (including costs involved in establishing temporary or permanent repatriation bonds), and clearance expenses, both for the Vessel and/or equipment, required for or arising out of this Charter Party | 204 |
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PART II "SUPPLYTIME 99" Uniform Time Charter Party for Offshore Service Vessels

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| 13. Pollution | 411 | Owners, the Charterers shall at their own expense take all reasonable steps to | 511 |
| (a) Except as otherwise provided for in Clause 15(c)(ii), the Owners shall be | 412 | ensure that within a reasonable time the Vessel is released and at their own | 512 |
| liable for, and agree to indemnify, defend and hold harmless the Charterers | 413 | expense put up bar to secure release of the vessel | 513 |
| against all claims, costs, expenses, actions, proceedings, suits, demands | 414 | | |
| and liabilities whatsoever arising out of actual or potential pollution damage | 415 | | |
| and the cost of cleanup or control thereof arising from acts or omissions of | 416 | | |
| the Owners or their personnel which cause any such pollution after | 417 | | |
| discharge, spills or leaks | | | |
| from the Vessel, except as may otherwise be agreed in writing by the Owners, | 418 | | |
| (b) The Charterers shall be liable for and agree to indemnify, defend and hold | 419 | | |
| harmless the Owners from all claims, costs, expenses, actions, proceedings, | 420 | | |
| suits, demands, liabilities, loss or damage whatsoever arising out of or | 421 | | |
| resulting from any other actual or potential pollution damage, from vessels | 422 | | |
| caused wholly or partly by the act, neglect or default of the Owners, their | 423 | | |
| employees, contractors or sub-contractors or by the unseaworthiness of the | 424 | | |
| Vessel | 425 | | |
| 14. Insurance | 426 | | |
| (a) The Owners shall procure and maintain in effect for the duration of this | 427 | | |
| Charter Party, with reputable insurers, the insurance set forth in Annex "B" | 428 | | |
| Policy terms shall not be less than those indicated. Reasonable deductibles | 429 | | |
| are acceptable and shall be for the account of the Owners | 430 | | |
| (b) The Charterers shall upon request be named as co-insured. The Owners | 431 | | |
| shall upon request name, jointly or severally, subrogation rights against the | 432 | | |
| Charterers (as co-insureds) in Clause 15(c)(ii). Co-insurance under | 433 | | |
| writers of subrogation shall be given only insofar as these relate to liabilities | 434 | | |
| which are properly the responsibility of the Owners under the terms of the | 435 | | |
| Charter Party | 436 | | |
| (c) Five days prior to delivery, (d) The Owners shall upon request furnish the | 437 | | |
| Charterers with certificates of | | | |
| insurance which provide sufficient information to verify that the Owners have | 438 | | |
| complied with the insurance requirements of this Charter Party | 439 | | |
| (e) If the Owners fail to comply with the above-mentioned requirements, the | 440 | | |
| Charterers may, without prejudice to any other rights or remedies under this | 441 | | |
| Charter Party, purchase similar coverage and deduct the cost thereof from | 442 | | |
| any payment due to the Owners under this Charter Party. | 443 | | |
| 15. Saving of Life and Salvage | 444 | | |
| (a) The Vessel shall be permitted to deviate for the purpose of saving life at | 445 | | |
| sea without prior approval of or notice to the Charterers and without loss of | 446 | | |
| time provided however that notice of such deviation is given as soon as | 447 | | |
| possible. | 448 | | |
| (b) Subject to the Charterers' consent, which shall not be unreasonably | 449 | | |
| withheld, the Vessel shall be at liberty to undertake attempts at salvage, it | 450 | | |
| being understood that the Vessel shall be at sea from the time she leaves | 451 | | |
| port or commences to deviate and she shall remain at sea until she is again | 452 | | |
| in every way ready to resume the Charterers' service at a position which is not | 453 | | |
| less favourable to the Charterers than the position at the time of leaving port | 454 | | |
| or deviating for the salvage services. | 455 | | |
| All salvage claims received by the Vessel shall be divided equally between the | 456 | | |
| Owners and the Charterers, after deducting the Master's, Officers' and Crew's | 457 | | |
| share, legal expenses, value of fuel and lubricants consumed, loss of the | 458 | | |
| Vessel lost by the Owners during the salvage, repairs to damage sustained, if | 459 | | |
| any, and any other extraordinary loss or expense sustained as a result of the | 460 | | |
| salvage. | 461 | | |
| The Charterers shall be bound by all measures taken by the Owners in order | 462 | | |
| to secure payment of salvage and to fix its amount. | 463 | | |
| (c) The Owners shall waive their right to claim any award for salvage | 464 | | |
| performed on property owned by or contracted to the Charterers, always | 465 | | |
| provided such property is the object of the operation the Vessel was | 466 | | |
| chartered for, and the Vessel shall remain on fire when rendering salvage | 467 | | |
| services to such property. This waiver is without prejudice to any right the | 468 | | |
| Owners may have under any law. | 469 | | |
| If the Owners render assistance to such property in distress on the basis of | 470 | | |
| "no claim for salvage", they, notwithstanding any other provisions contained | 471 | | |
| in this Charter Party and even in the event of neglect or default of the Owners, | 472 | | |
| Master, Officers or Crew | 473 | | |
| (d) The Charterers shall be responsible for and shall indemnify the Owner | 474 | | |
| against payments made, under any legal rights, to the Master, Officers | 475 | | |
| and Crew in relation to such assistance. | 476 | | |
| (e) The Charterers shall be responsible for and shall reimburse the Owners | 477 | | |
| for any loss or damage sustained by the Vessel or her equipment by | 478 | | |
| reason of giving such assistance and shall also pay the Owners' additional | 479 | | |
| expenses thereby incurred. | 480 | | |
| (f) The Charterers shall be responsible for any actual or potential liability, | 481 | | |
| expenses and/or payment of any potential liabilities caused or incurred | 482 | | |
| within the obligation and any potential liabilities caused, sustained, | 483 | | |
| wherever it may occur and including but not limited to the cost of | 484 | | |
| such measures as are reasonably necessary to prevent or mitigate | 485 | | |
| pollution damage, and the Charterers shall indemnify the Owners | 486 | | |
| against any liability, cost or expense arising by reason of such actual or | 487 | | |
| potential liability, expenses and/or payment. | 488 | | |
| (g) The Vessel shall not be at sea or a consequence of giving such | 489 | | |
| assistance, or effecting repairs under sub-paragraph (f) of this clause, | 490 | | |
| and time taken for such repairs shall not count against time | 491 | | |
| chartered under Clause 11 (c). | 492 | | |
| (h) The Charterers shall indemnify the Owners against any liability, cost | 493 | | |
| and/or expenses whatsoever in respect of any loss of life, injury, damage | 494 | | |
| or other loss to person or property whatsoever arising from such | 495 | | |
| assistance. | | | |
| 16. Lien | 496 | | |
| The Charterers shall have a lien upon all cargoes for all claims against the | 497 | | |
| Charterers under this Charter Party and the Charterers shall have a lien on the | 498 | | |
| Vessel for all claims paid in advance and not settled. The Charterers will not | 499 | | |
| suffer any penalty to be considered, any fine or consequences imposed by them | 500 | | |
| or their agents, which might have priority over the lien and interest of the | 501 | | |
| Owners in the Vessel. Except as provided in Clause 12, the Charterers shall | 502 | | |
| notwithstanding and hold the Owners harmless against any loss of whatsoever | 503 | | |
| nature arising upon the Vessel during the Charter Period while ship is under | 504 | | |
| the control of the Charterers, and against any claims against the Owners | 505 | | |
| arising out of the operation of the Vessel by the Charterers or out of any | 506 | | |
| neglect of the Charterers in relation to the Vessel or the operation thereof. | 507 | | |
| Should the Vessel be arrested by detainers of detainers or being seized out of her | 508 | | |
| operation hereunder, unless brought about by the act or neglect of the | 509 | | |
| Owners, the Charterers shall at their own expense take all reasonable steps to | 510 | | |
| ensure that within a reasonable time the Vessel is released and at their own | | | |
| expense put up bar to secure release of the vessel | | | |
| 17. Sublet and Assignment | 511 | | |
| (a) Charterers: - The Charterers shall have the option of subletting, assigning | 512 | | |
| or leasing the Vessel to any person or company not competing with the | 513 | | |
| Owners, subject to the Owners' prior approval which shall not be | 514 | | |
| unreasonably withheld, upon giving notice in writing to the Owners, but the | 515 | | |
| original Charterers shall always remain responsible to the Owners for the | 516 | | |
| performance of the Charter Party and co-signatories of the papers or company | | | |
| taking such subletting, assigning or lease shall be deemed co-signatories of the | | | |
| Charter Party for all the purposes of this Charter Party. The Owners make a | | | |
| condition of such consent that subletting here shall be paid as agreed | | | |
| between the Charterers and the Owners hereby agreed to the entire and | | | |
| profit of any intended service of the Vessel. Reimbursement the following the | | | |
| Charterers shall have the right to sublet the Vessel to an affiliated company of the | | | |
| Charterers without the prior written consent of the Owners. | | | |
| (b) If the Vessel is sublet, assigned or leased to maintain its anchor | 517 | | |
| standing under the Charter Party, it shall be a condition of the sublet, assign or | 518 | | |
| lease by the Charterers, that a daily payment to the Owners in the amount of | 519 | | |
| stated in Box 20 or per rate shall be paid for the period between departure for | 520 | | |
| such operations and return to her normal duties for the Charterers | 521 | | |
| (c) Owners: - The Owners may not assign or transfer any part of the Charter | 522 | | |
| Party without the written approval of the Charterers, which approval shall not | 523 | | |
| be unreasonably withheld. | 524 | | |
| Approval by the Charterers of such subletting in assignment and not relieve | 525 | | |
| the Charterers of their responsibility for due performance of the part of the | 526 | | |
| services which is sublet or assigned. | 527 | | |
| 18. Substitute Vessel | 528 | | |
| The Owners shall be entitled at any time, whether before delivery or at any | 529 | | |
| time during the Charter Period, to provide a substitute vessel, which complies | 530 | | |
| with the requirements of Annex A, subject to the Charterers' prior approval which shall not be unreasonably withheld. This | 531 | | |
| provision also applies in the event during the term of this Charter the Charterers request | 532 | | |
| the Owner to provide a substitute vessel. | 533 | | |
| 19. War | 534 | | |
| (a) Unless the consent of the Owners be first obtained, the Vessel shall not be | 535 | | |
| ordered for service to any port or place, or on any voyage not be used on | 536 | | |
| any service which will bring the Vessel within a zone which is dangerous as a | 537 | | |
| result of any actual or threatened act of war, war, hostilities, rebellion, | 538 | | |
| insurrection, acts of piracy or of civil or political disturbances against this or | 539 | | |
| any other vessel or its cargo by any person, body or state whatsoever. | 540 | | |
| (b) Should the Vessel approach or be brought or ordered within such zone, or | 541 | | |
| be exposed in any way to the said risks, the Charterers shall be entitled from | 542 | | |
| time to time to insure their interest in the Vessel for such losses as they deem | 543 | | |
| fit up to its replacement value and also in the loss of any of the cargo | 544 | | |
| likely to be involved thereby, and the Charterers shall make a return or | 545 | | |
| statement of any additional premium thereby incurred, and (c) notwithstanding | 546 | | |
| the terms of Clause 11 this shall be capable for all time including any loss | 547 | | |
| owing to loss of or injury to the Master, Officers, Crew or passengers or to | 548 | | |
| damage to or loss of cargo or to the Vessel or to the cargo in such risks | 549 | | |
| (d) In the event of additional measures necessitated by reason of the war | 550 | | |
| of the Charterers' and/or Owners' and/or Crew under the cost of provisions and | 551 | | |
| or stores for deck and/or engine room being increased by reason of or during | 552 | | |
| the existence of any of the matters mentioned in sub-clause (a) the amount of | 553 | | |
| any additional premium and/or increase shall be added to the time, not paid | 554 | | |
| by the Charterers on production of the Owners' account therefor, such | 555 | | |
| account being retained finally. | 556 | | |
| (e) The Vessel shall have liberty to comply with any orders or directions as to | 557 | | |
| departure, arrival, routes, ports of call, stoppages, destination, delivery or in | 558 | | |
| any other way whatsoever given by the government of the nation under whose | 559 | | |
| flag the Vessel sails or any other government or any person for body acting | 560 | | |
| or purporting to act with the authority of such government or by any | 561 | | |
| committee or person having under the terms of the war risks insurance on the | 562 | | |
| Vessel the right to give any such orders or directions. | 563 | | |
| (f) In the event of the outbreak of war (whether there be a declaration of war or | 564 | | |
| not) between any of the countries named in Box 20 or in the event of the outbreak | 565 | | |
| under whose flag the Vessel sails becoming involved in war (whether there be | 566 | | |
| a declaration of war or not) either the Owners or the Charterers may terminate | 567 | | |
| this Charter Party, whereupon the Charterers shall reimburse the Vessel to the | 568 | | |
| Owners in accordance with PART I if it has cargo on board after discharge | 569 | | |
| thereof at destination, or, if discharged under this Charter from reaching or | 570 | | |
| reaching it, at a port open and safe port or place as directed by the Owners, or | 571 | | |
| if the Vessel has on cargo on board, at the port or place at which it is then or if | 572 | | |
| at sea at a port, open and safe port or place as directed by the Owners, in all | 573 | | |
| cases hereafter continue to be paid and, except as aforesaid, all other | 574 | | |
| provisions of this Charter Party shall apply until redelivery. | 575 | | |
| (g) If in compliance with the provisions of this Clause anything is done or is not | 576 | | |
| done, such shall not be deemed a deviation. | 577 | | |
| The Charterers shall procure that all bills of Lading (if any) issued under this | 578 | | |
| Charter Party shall contain the stipulations contained in sub-clauses (a) (b) (c) | 579 | | |
| and (f) of this Clause. | 580 | | |
| 20. Excluded Ports | 581 | | |
| (a) The Vessel shall not be ordered to nor bound to enter without the Owners' | 582 | | |
| written permission (a) any place where fever, or epidemics are prevalent or to | 583 | | |
| which the Master, Officers and Crew by law are not bound to follow the Vessel. | 584 | | |
| (b) any ice-bound place or any place where lights, lightships, mines and | 585 | | |
| buoys are or are likely to be withdrawn by reason of war or the Vessel's arrival | 586 | | |
| or while there is risk that seriously the Vessel will not be able to account of | 587 | | |
| ice to reach the place or to get out after having completed her operations. The | 588 | | |
| Vessel shall not be obliged to force her way out of ice in the event of war, or | 589 | | |
| account of ice, the Master considered it dangerous to attempt the loading or | 590 | | |
| discharging place for fear of the Vessel being frozen at anchor damaged, he | 591 | | |
| may then be said to a convenient open place and avoid the Charterers' fresh | 592 | | |
| instructions. | 593 | | |
| (c) Should the Vessel approach or be brought or ordered within such place, | 594 | | |
| or be exposed in any way to the said risks, the Charterers shall be entitled from | 595 | | |
| time to time to insure their interest in the Vessel under their flag against any of | 596 | | |
| the risks likely to be involved thereby on such terms as they shall think fit, the | 597 | | |
| Charterers to make a return of the premium on demand. | 598 | | |



PART II "SUPPLYTIME 89" Uniform Time Charter Party for Offshore Service Vessels

26. **Headings**
The headings of the Charter Party are for identification only and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction of this Charter Party.

ANNEX "A" to Uniform Time Charter Party for Offshore Service Vessels
Code Name: "SUPPLYTIME 89" - dated 10 November 2003



VESSEL SPECIFICATION
Please refer to vessel specification attached

1 General

(a) Owner: Name: _____
Address: _____
(b) Operator: Name: _____
Address: _____
(c) Vessel's Name: _____ Builder: _____
(d) Year Built: _____
(e) Type: _____
(f) Classification/ Society: _____
(g) Flag: _____
(h) Date of rx schd DD: _____

2 Performance

(a) Certified Bollard Pull (Tonnes) _____
(b) Speed/consumption (non-towing)
(Approx. Daily Fuel Consumption)
(Fair Weather)
Max Speed: _____ Kts (app) _____ Tonnes
Svc Speed: _____ Kts (app) _____ Tonnes
Stby (M/E secured) _____ Tonnes
(c) Approx Towing/Working Fuel Consumption
Engine Power 100% _____ Tonnes
(d) Type(s) and Grade(s) of fuel used: _____

3 Dimensions and Capacities/Discharge Rates:

(a) LOA _____ Breadth _____ Depth _____
Max draught (m) _____
(b) Deadweight (MT): _____
(c) Cargo FO _____ Discharge Rate _____ Hd
(d) Drill water _____ Discharge Rate _____ Hd
(e) Potable _____ Discharge Rate _____ Hd
(f) Dry bulk _____ Discharge Rate _____ Hd
(g) Liquid mud _____ Discharge Rate _____ Hd
(max SG) _____
State type of recirculation system i.e.
mechanical agitation, centrifugal pumps etc.
(h) Cargo deck area: _____ Cap (mt): _____
L (m) x B (m): _____
Load bearing cap: _____
(i) Heavy weight brine (m³/barrels): _____
(max SG): _____ Discharge Rate _____ Hd

4 Machinery

(a) BHP/M/E: _____
(b) Engine builder: _____
(c) No. of Engines/type: _____
(d) Generator: _____
(e) Stabilisers: _____
(f) Bow Thruster(s): _____
(g) Stern Thruster(s): _____
(h) Propellers/rudders: _____
(i) No. & press rating of bulk compressors: _____
(j) Fuel oil metering system: _____

5 Towing and Anchor Handling Equipment

(a) (i) Stern Roller (dim): _____
(ii) A/H towing winch: _____
(iii) Rig chain locker cap
(linear feet of 3" chain) _____
(iv) Tugger winches: _____
(v) Chain stopper make/type: _____
(b) (i) Towing wire: _____
(ii) Spare towing wire: _____
(iii) Work wire: _____
(iv) Spare work wire: _____
(v) Other A/H eqpmnt
(eg Pelican hook/shackle/stretchers etc) _____

6 Radio and Navigation Equipment

(a) Radio
Single side band: _____
VHF: _____
Satcom: _____
(b) Elec Nav Eqpmnt: _____
(c) Gyro: _____
(d) Radar: _____
(e) Autopilot: _____
(f) Depth sounder: _____

*Multipurpose Tanks yes/no: _____



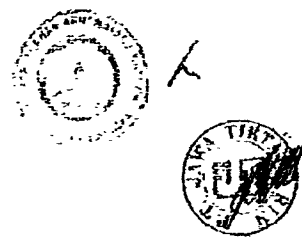
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(continued)

ANNEX "A"

VESSEL SPECIFICATION
Please refer to the specification attached

| | |
|---|--|
| <p>7 Fire Fighting Equipment</p> <p>(a) Class (FF1, FF2, FF3, other): _____</p> <p>(b) Fixed: _____</p> <p>(c) Portable: _____</p> | <p>10 Additional Equipment</p> <p>(a) Mooring Equipment: _____</p> <p>(b) Joystick: _____</p> <p>(c) Other: _____</p> |
| <p>8 Accommodation</p> <p>(a) Crew: _____ (b) Passengers: _____</p> | <p>11 Standby/Survivor Certificate Yes/No</p> <p>Nos: _____</p> |
| <p>9 Galley</p> <p>(a) Freezer space (m³): _____</p> <p>(b) Cooler (m³): _____</p> | |





MARINE SDN BHD (196370-K)
A MEMBER OF SAPURA GROUP OF COMPANIES



NAME
SARKU SAMUDERA

YEAR BUILT
Built in 1983

OWNER/ OPERATOR
Sarku Marine Sdn Bhd

CLASSIFICATION
American Bureau of Shipping (ABS) Class A1 Barge

FLAG/ REGISTRATION
Malaysia / Kuching

LIVING ACCOMMODATION
Fully air-conditioned for 210 personnel



CRANAGES

Main Crane - Anchor 11700 Padezal crane, Rated capacity 116 MT @ 1.5m (200) radius. Boom Length (5.71m (180 ft))
Operation Crane - FMC Link Belt ABS 100 B Padezal crane rated capacity 22 MT @ 1m (200) radius. Boom length 24.4 m (80 ft)

DIMENSIONS

Overall Length 102.7m
Length at waterline 85.3 m
Breadth 21.3 m
Depth at main deck 11.6 m
Draught (maximum loadline) 1.5 m

DECK SPACE

Uninterrupted Clear Deck Space 900 m²

TANK CAPACITY

Portable Water 700 MT
Fuel Oil 824 MT

MOORING SYSTEM

8 Point Mooring
Drum / Winches - Four (4) each BRUSSONNEAU & LOTZ Double drum
Electrically driven 85 KW-440 volts - 60 Hz and Monitor by CCTV System
Anchor - Eight (8) each STEYFRIS 7,000kg
Anchor Wires - Galvanized, size 57mm Length: Approximated 1,638 m

MACHINERY

Main Generator - Two (2) unit CATERPILLAR D398 BC
Emergency Generator - GENERAL ELECTRIC AC Generator 275 Kw / 340 Kva
Personnel Equipment
One (1) Water Maker ATLAS DENMARK, capable of producing 600 lpm of potable water.
One (1) Aqua Chem S-300, capable of producing max. 20 tons per day.
Three (3) units Air Compressor INGEROLL RAND Capacity 330 cfm @ 125 psi
One (1) unit Hamworthy Oil/Water Separator capable of treating 2.5 cu.m/hr @ 15ppm

LIFE SAVING

Life Raids Two (2) unit totally enclosed WATERCRAFT, Capacity 60 men each, Davit Type SCUM WATERCRAFT
Life Raids Twelve (12) units at main deck level. Capacity 23 men each
Life Jackets USCG approved life jackets; 420 pieces
Breathing Apparatus (BSA/SCBA) 12 units
Personnel Bailnet Two GRILLY PUGH 72" diameter personnel transfer basket

SAFETY EQUIPMENT

Fire, Gas Detection & Alarms
Heat Sensor located in the engine room, mud pump room, MCC room, paint locker, galley
Smoke Detectors located in the accommodation, MCC room, store room, galley
Alarm Panel - Fire alarm panel located in radio room
Fire & Gas Detection - Fire alarm control panel - Reserve marked THORN Model - T 1000

Fire Fighting Equipment

Firewater Main 20 stations are distributed throughout the barge
CO₂ Protection The emergency gaspacer room, engine room, control room and paint lockers are protected by CO₂ System.
Sprinkler System The Helideck area is protected by Foam System
Water sprinkler network of pipes is filled with pressurized water at accommodation area.
Portable Fire Extinguishers Different types of extinguishers are distributed throughout the vessel as per regulation
Fire Suit 2 located on the Helideck

COMMUNICATION EQUIPMENT

2 International Marine VHF SSB
1 Satellite Communication INMARSAT
1 Radar
Telephone (Internal) Forty four (44) Detachen-Chimes in use
PA System 2 x ICOM HF-SSB Radio
VHF Marine 2 x ICOM VHF radio
Transceiver Rx 156 - 163 Mhz, Tx 156 - 157 Mhz
Others: Air Sea Radio, Fax machine

HELIDECK

27.4 m x 21.3 m Steel Deck and capable of supporting S-61N Helicopter

Design and construction of this vessel are subject to the control law and regulations

Head Office, Kuala Lumpur

Tingkat Satu, Bangunan Sapura, Jalan Enggang, Ulu Klang S4200, Kuala Lumpur, Malaysia

Tel : 083-4257 8182 Fax : 083-4257 8146 E-mail: sarku@po.jaring.my

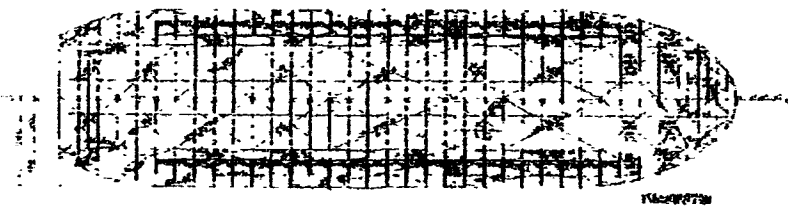
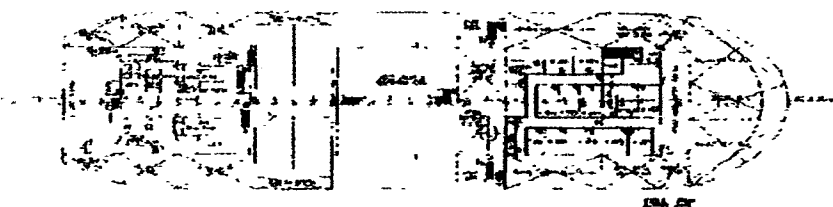
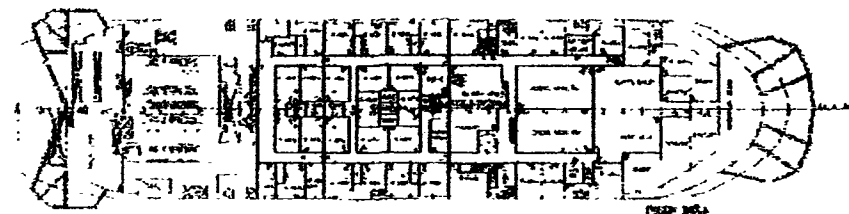
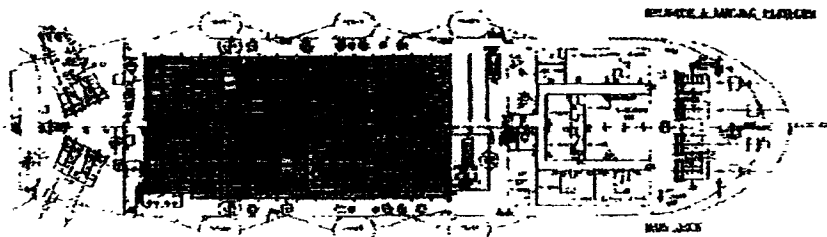
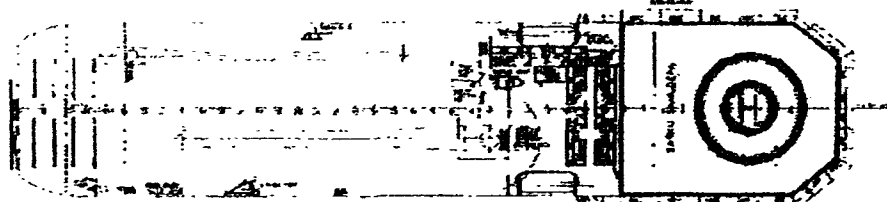
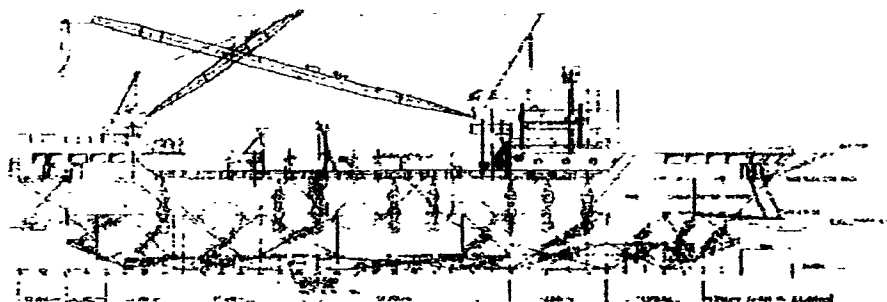
Operation Office, Miri, Sarawak

2nd Floor, Lot 806, Block 4, Bgn. Bripuny MCLD, Plateau Industrial Estate, P.O.Box 1318, 98008 Miri, Sarawak, Malaysia

Tel : 6085-661122 Fax : 6085-661133 E-mail: sarku@po.jaring.my



GENERAL ARRANGEMENT



SARKU SAMUDERA



ANNEX "B" to Uniform Time Charter Party for Offshore Service Vessels
Code Name: "SUPPLYTIME 89" - dated 10 November 2003



INSURANCE

Insurance policies (as applicable) to be procured and maintained by the Owners under Clause 14:

- (1) Marine Hull Insurance. - Hull and Machinery Insurance shall be provided with limits equal to those normally carried by the Owners for the Vessel.
- (2) Protection and Indemnity (Marine Liability) Insurance. - Protection and Indemnity or Marine Liability Insurance shall be provided for the Vessel with a limit equal to the value under paragraph 1 above or USD6 million, whichever is greater, and shall include but not be limited to coverage for crew liability, third party bodily injury and property damage liability, including collision liability, towing liability (unless carried elsewhere).
- (3) General Third Party Liability Insurance. - Coverage shall be For:
Bodily Injury per person
Property Damage per occurrence
- (4) Workmen's Compensation and Employer's Liability Insurance for Employees. - Covering non-employees for statutory benefits as set out and required by local law in area of operation or area in which the Owners may become legally obliged to pay benefits.
- (5) Comprehensive General Automobile Liability Insurance. - Covering all owned, hired and non-owned vehicles, coverage shall be for:
Bodily Injury According to the local law
Property Damage In an amount equivalent to single limit per occurrence
- (6) Such other insurances as may be agreed.



**ADDITIONAL CLAUSES
SUPPLYTIME 89 UNIFORM TIME CHARTER PARTY
FOR OFFSHORE SERVICES VESSEL**

Between Charterer : TAC-PERTAMINA, PT. Patalahan Arnebatara Natuna
and Owner : PT. Jawa Tirtamarin
Per contract Ref. No. : JT/SPLT/01/X/2005
Name of Vessel : AWB. "SARKU SAMUDERA"

37. All communication including e-mail shall be charged at cost plus 10% including handphone, satellite, email and fax. Vessels email system may not be used without prior permission of the officer of the watch.
38. Potable water, fuel and lubricant oil shall be charged at cost reimbursable OR Charterer's supply.
39. All permits, licenses, pilotage, assist tug, port disbursement, permission etc shall be arranged by Charterer with full support from Owner. Vessel shall continue on hire in the even of any delay resulting therefrom. Charterer's liability insurance should be for Charterer's account.
40. Garbage removal and food supply run shall be provided by the Charterer free of charge.
41. Visa for crews and all offshore transportation for crew change shall be arranged by and be to Charterer's account.
42. Any modifications required to be made to the vessel by Charterer prior to or during the chartering period shall be reinstated by Charterer whilst vessel remain on hire.
43. All rates quoted are inclusive withholding tax 1.2% and excluding VAT.
44. Terms of payment :
 - a. Charter Hire
 - Fifteen (15) days payment in advance when signing contract
 - Fifteen (15) days payment in advance when AWB "Sarku Samudera" arrives at job location (Natuna)
 - The rest of paymet should be paid every 15 (FIFTEEN) days in advance.
 - b. Mobilization Cost
The amount of USD 23,000.00 for Mobilization cost should be paid when signing contract.
 - c. Demobilization Cost
The amount of USD 23,000.00 for Demobilization cost should be paid when vessel Off Hired
 - d. Payment of bunkers :
Immediate upon receipt of invoice

